



PROGRESS IN MOTION

GENERAL INFORMATION **CITY OF FRISCO, TEXAS**

COMPETITIVE SEALED PROPOSAL NO. 1110-068

EDUCATION WEBSITE DEVELOPMENT FOR ENVIRONMENTAL SERVICES

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:  
***November 2, 2010 @ 2:00PM*** Central Standard Time (CST) - NO LATE  
PROPOSALS WILL BE ACCEPTED  
ORIGINAL ON A CD OR FLASHDRIVE AND THREE COPIES  
REQUIRED  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions
10/22/2010 @ 5:00PM VIA EMAIL
TO
PURCHASING@FRISCOTEXAS
.GOV**

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston C.P.M.
Director of Administrative Services
tjohnston@ci.frisco.tx.us
972 292 5540**

**Jean Stellatella
Buyer
jstellatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO

COMPETITIVE SEALED PROPOSAL NUMBER 1110-068

**RFP for Education Website Development for Environmental Services
BIDDER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS
THREE COPIES TO FACILITATE EVALUATION. IF THREE COPIES ARE NOT
SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE PROPOSAL MAY BE
CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE
CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed Proposals for Education Website Development for Environmental Services.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by November 2, 2010 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. QUESTION DEADLINE IS OCTOBER 22, 2010 AT 5:00PM. ALL QUESTIONS MUST BE IN WRITING VIA EMAIL TO PURCHASING@FRISCOTEXAS.GOV

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on November 2, 2010 at 2:05 PM.CST.

Write the competitive sealed proposal number 1110-068, name of proposal, RFP for Education Website Development for Environmental Services and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit an original on a CD or Flashdrive and three (3) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972.292.5541).

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such

settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2010

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL ON A CD OR FLASHDRIVE AND (3) COPIES INCLUDED?

ALL BLANKS COMPLETED ON THIS BID FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

City of Frisco Request for Proposal (RFP) #1110-068 Education Website Development for Environmental Services

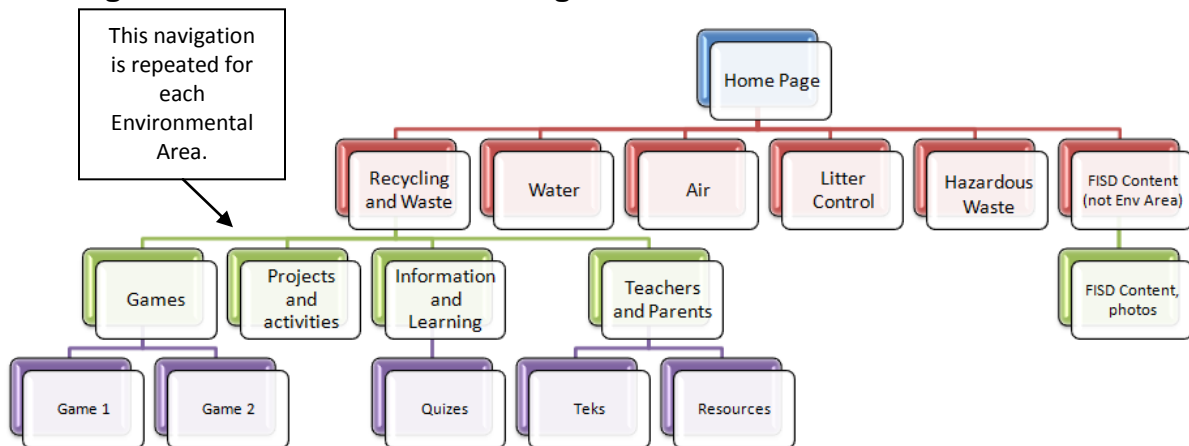
Introduction

The City of Frisco, Texas is accepting proposals to develop an educational outreach website to promote Environmental Services programs.

This proposal should include the following components:

1. Design and development of a website structure built upon a content management application. See diagram below for an outline of the required structure, it will be broken down into different areas of Environmental projection such as Air, Water, Recycling, etc. Each category will have mirrored components such as games, information, projects, and activities. All website content will be written and maintained by City staff.

Figure 1: Website Structure Diagram



2. Design and Flash development of unique animation for website home page and navigation. The intent is that the game design will not change once implemented on the website.
3. Design and Flash development of 10 custom games based on City suggestions and an Environmental Services theme.
4. Website hosting services.

It is the intent of the City of Frisco to establish a mutually beneficial relationship with the selected vendor who is committed to providing solutions to meet all current requirements for the Environmental Services education website. The successful vendor will work closely with designated City personnel to implement, host, train and support a total website package.

Background

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Tollway and SH 121, and covers area in both Collin and Denton County. The population estimate as of January, 2010 for Frisco is approximately 107,057 and growing at the rate of roughly 15% annually.

Currently, the city offers this information using the “Kids Korner” website. This site allows access to other internet sites and does not offer a place to deliver the desired information in a secure manner which meets the requirements for the Frisco Independent School District (FISD) and other private school entities. Our goal is to create a new site for schools in our local school district and city to access comprehensive environmental education through games, activity ideas and information. This site will ultimately be placed on every desktop in the FISD for specific lessons and student “free computer” time.

Through this website content, the Environmental Services department also seeks to accomplish the following:

- Create an effective marketing/branding tool using “Rufus Recycles” targeted at 2-11 year olds to effect behavior change and sustain program support.
- Assist with compliance to the State of Texas mandate to reduce waste by 40%.
- Increase recycling participation to reduce the city landfill costs.
- Measure the effectiveness of our programs by tracking website participation and feedback.
- Improve communication to our target audience.
- Help meet the Texas Water Development Board Water Conservation Best Management Practices for School Education and the Storm Water Program Best Management Practices for Classroom and Public Education as required by the Texas Commission on Environmental Quality.
- Promote the use of recycled items to complete the resource recovery cycle.
- Increase awareness of new and upcoming EPA regulations concerning community air quality.

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The title page shall include the proposal number, project name “Education Website Development for Environmental Services” and the name of your organization. This shall be signed by an officer of your organization authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project, including:

1. Experience with Website Development including Flash technology
2. Stability and growth of the company
3. Compliance with W3C standards
4. Summary of services included in the proposal and differentiating highlights
5. Exceptions to the requirements outlined in the RFP

The Executive Summary shall not exceed three (3) pages in length.

Section 4: Company Background

Provide a brief history of your company and all third-party vendors included in this proposal. Include information such as when it was founded, types of goods or services sold, number of active clients, and name of company owners.

Section 5: Development Team Background

Provide résumés and work history of each member of the proposed development team, including any third party providers. The successful vendor will be required to execute a contract identifying these specific team members by name as those that will perform the proposed services. Any variation in proposed team members must be accepted by the City of Frisco in writing.

Section 6: Pricing

The proposer must detail the items below that are required to develop and operate the website as described in the proposal. Itemize pricing for the following components so that each segment might be removed from the final contract, if necessary.

- Static Website design and development for content update by City staff
- Website Flash Home page and navigation animation design and development
- Website Flash Game design and development
- List itemized cost for development of each component.

- List itemized maintenance and support including annual website hosting and support of developed materials. Include when initial support payment is due.
- List itemized services including installation, training, implementation, travel and per diem (if required).
- List any optional features separately and include an explanation of those features.
- List any anticipated future charges not already listed in the pricing specified above including changes to Flash development.

Section 7: References

The proposer must furnish references for at least five (5) customers for whom they have provided similar system and at least one for the same Target audience within the past three (3) years. Contact information, including names and titles of customer contacts, telephone numbers, email addresses and information about their website should be included.

Section 8: Implementation

Describe plan to develop the website including time frames, services hours and a sample project plan, if available. Include detail about how the development team will verify that their progress meets the design requirements of the City during the development process. Describe any training necessary for staff to support the proposed website.

Section 9: Maintenance and Support

Provide a brief description of the company's service and support philosophy. Include a description of services offered, support hours of operation and online tools if any. Describe the warranty and/or maintenance agreement and how upgrades to the content management system and animation are handled. Include if there is any possibility of remote access to the website via telnet, webex or other methods of allowing the City staff to remotely troubleshoot, install upgrades, or resolve system problems.

Section 10: Technical Requirements

Preference will be given to the website designer who uses Word Press 3 or other W3C compliant content management tool. Animation must be designed using Flash technology.

Describe the proposed hosting solution and whether it can provide the following requirements for a successful installation. Vendor solution must be hosted on the Linux Operating System with PHP4 or PHP5 installed and unlimited monthly bandwidth. System must include a content management system for all static content. The MySQL database that will be installed must have at least 10 databases. One database will mirror the live database for testing purposes. The MySQL databases must have daily backup for restoring purposes. For security, the servers must have firewall, fraud, virus, and spam protection. Specified city employees also will be able access the server via

FTP access at any time as well as a content management login with specified credentials.

Section 11: Design Requirements

Overall design should compliment concepts from existing work and match the Frisco Environmental Services branding. Please refer to <http://www.friscotexas.gov/1110-066-FriscoSampleArt> for examples of materials for the desired look and feel and the City of Frisco Logo Standards. City of Frisco Logo guidelines must be strictly followed.

Proposal must include three (3) “mock” website designs including a sample home and secondary page. Include game ideas and design proposals using a few wireframe concepts showing different potential screens in the game.

Proposal Evaluation

A City committee will evaluate the information provided by vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal and a recommendation will be forwarded to the City Council for their review. Award of contract will be made by the City Council in the best interest of the city and shall, therefore, be considered final.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

It is anticipated that the selection of a firm will be completed by November 30, 2010. Following the notification of the selected firm, it is expected a contract will be executed between both parties by January 4, 2011. The work must be completed and approved by August 22, 2011.

Evaluation Criteria

This procurement will comply with applicable City of Frisco policy. The successful proposer will be selected on a rational basis, with both qualifications and price considered in the selection process. Evaluation factors outlined below shall be applied to all eligible, responsive proposers in comparing proposals and selecting the successful vendor. Award of a contract may be made without discussion with proposer after proposals are received.

The following criteria are listed in their order of importance and will be considered in making an award:

- Conformance with RFP guidelines and submittal requirements
- Website and Game Design Proposals
- Existing Portfolio and Experience with Flash development
- Customer References
- Total cost of proposed system and ongoing maintenance over five years
- Ability to meet the development deadline

Each proposing firm is responsible for submitting all relevant, factual and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate each proposal based on the data submitted. If additional information is submitted with the proposal, the proposing firm must clearly make reference to it in the appropriate location in the proposal.

Inquiries from Proposers

Questions related to this RFP must be submitted in writing via email to purchasing@friscotexas.gov no later than October 22, 2010 at 5:00 p.m. Central Standard Time (CST).

Proposals are due by November 2, 2010 at 2:00 PM. They can be mailed or hand delivered to Mr. Tom Johnston, Director of Administrative Services, 6101 Frisco Square Blvd., Frisco, Texas 75034. Late proposals will not be accepted. No exceptions will be made. It is the proposer's responsibility to ensure that they have received any and all addenda related to the proposal. Addenda will be posted on the City of Frisco Purchasing Department website and the DEMANDSTAR website – www.demandstar.com.

Costs Incurred in Responding

All costs directly or indirectly related to preparation of a response to this RFP, any oral presentations required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the City, shall be the sole responsibility of and shall be borne completely by the proposer.

Proprietary Information

The City of Frisco considers all information contained within the packet to be subject to the Open Records Act and nonproprietary in nature.

Response Instructions

Original on a CD or Flashdrive and three copies of the proposal are required and should be returned in a sealed envelope bearing the name and address of the respondent and the Request for Proposal Number. The cost proposal sheet should be submitted in a separate envelope attached to the proposal and bearing the RFP number. Your proposal may be mailed or hand delivered to:

City of Frisco
Tom Johnston
Director of Administrative Services
6101 Frisco Square Blvd.
Frisco, Texas 75034

Late proposals will not be considered. No exceptions will be made.

Proposal Acceptance Period

All proposals must include a statement that they are valid for a minimum period of 90 days subsequent to the RFP closing date.

Additional Information

The City reserves the right to require additional technical and pricing information during the evaluation period.

Each proposal must designate a person(s) who will be responsible for answering technical and contractual questions.

Negotiations

The City reserves the right to negotiate all elements of a proposal to ensure that the best possible consideration be afforded to all concerned.

The City reserves the right to reject any or all proposals and to re-solicit for proposals in such an event.

Release of Information

Submission of information by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award.

Contract Incorporation

Proposers should be aware that the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. Failure of a proposer to accept this obligation may result in the cancellation of any award.

Rights and Remedies

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under any subsequent contract.

Contract Payment/Compliance Statement

The contract or engagement letter shall be prepared by the vendor, under the direction of the City, and shall incorporate all applicable provisions. Payment for all services other than those described as "special projects" will be made based on an all-inclusive, not-to-exceed fee estimate, with progress payments as mutually determined to be appropriate. These payments shall be based upon completion of phases of the work.

Publicity

Any publicity, news releases, and/or advertising pertaining to this RFP and/or the awarding of any contract relating to the RFP may not be made without prior written approval of the City.

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Frisco.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM - RFP# 1110-068

City of Frisco Education Website Development for Environmental Services

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request For Proposal.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of _____

Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name)

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____